

FIRST NATIONAL BANK
OF LOUISVILLE

Post Office Box 36000 Louisville, Kentucky 40233 Telephone (502) 581-4200

1-170A014

June 18, 1991

Ms. Mildred Lee
c/o Interstate Commerce Commission
12th & Constitution Avenue N.W.
Washington, D.C. 20423

JUN 19 1991 2:20 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

As per our telephone conversation, I have enclosed the following:

- (1) One (1) original and one (1) copy of the Renewal Agreement between First National Bank of Louisville and Amax Coal Company.
- (2) Copy of the first page of the original lease agreement with the Interstate Commerce Commission's file number 8331 and date May 18, 1976.
- (3) Copy of the Addendum to lease recorded August 14, 1989.
- (4) Our check #2720 for \$15.00 filing fee.

If you need more information, please call me at (502) 581-4318. I have enclosed a return envelope for your convenience. Thank you for your prompt attention to this matter.

Sincerely,

FIRST NATIONAL BANK OF LOUISVILLE

J. Thomas Smith
J. Thomas Smith
Vice President

JTS:as

Interstate Commerce Commission
Washington, D.C. 20423

6/24/91

OFFICE OF THE SECRETARY

J Thomas Smith

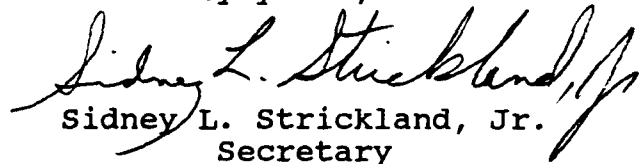
J. Thomas Smith

The First National Bank Of Louisville
P.O.Box 36040
Louisville,KY. 40233

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/19/91 at 2:15pm , and assigned recordation number(s). 8331-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

ADDENDUM TO LEASE

RECORDATION NO. 8351P FILED 1488

JUN 10 1991 - 2:15 PM

INTERSTATE COMMERCE COMMISSION

THIS ADDENDUM dated as of the 31st day of May, 1991, is to that certain Lease between First National Bank of Louisville, as Lessor, and Amax Coal Company, a Delaware Corporation (successor to Amax Coal Company, a division of AMAX Inc.), as Lessee, dated May 12, 1976 (the "Lease").

RECITALS

A. Pursuant to Section #14 of the Lease, the Lessee has the election at the expiration of the initial term of the Lease to renew the Lease.

B. Lessee has notified Lessor that it wished to renew the Lease for a two (2) year period.

C. Lessor agrees to such an arrangement and wishes to set forth in writing the desire of the parties.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Upon the expiration of the current term of the Lease, as extended by Addendum to Lease dated as of May 31, 1989, Lessor consents to extend the term of the Lease of eight (8) 100-ton rapid discharge coal cars (each such car being hereafter referred to as a "Unit") for a two (2) year period beginning June 1, 1991 and ending May 31, 1993.

2. The rentals for the extended term shall be paid on a semi-annual basis in arrears at the rate of \$2,175.00 per Unit. The rentals will be payable as follows:

<u>Due Date</u>	<u>Rental</u>
November 30, 1991	\$17,400.00
May 31, 1992	17,400.00
November 30, 1992	17,400.00
May 31, 1993	17,400.00

3. During the extended term of the Lease all of the terms and covenants of the Lease, except as modified herein, shall continue throughout the extended term, unless expressly modified in a writing executed by the parties.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized officers as of the day and year first above set forth.

First National Bank of Louisville

By: J. Thomas Smith
J. Thomas Smith
Vice President

~~WITNESSES~~
~~ATTEST:~~

By: Ernest G. Kefauver
Title: General Counsel

Amax Coal Company

By: Donald E. Hudson
Title: President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

)
) SS:
)

On this 14th day of June, 1991, before me personally appeared J. Thomas Smith to me personally known, who, being by me duly sworn, says that he is a Vice President of First National Bank of Louisville, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Amy Stiller
Notary Public
Jefferson County, Kentucky

My Commission Expires:
Notary Public
My commission expires 12/31/94

STATE OF INDIANA

COUNTY OF MARTIN

Vanderburgh

)
) SS:
)

I, Virginia A. Sickman, A Notary Public in and for said county and State, do hereby certify that Donald E. Hudson and Morris W. Pegley, personally known to me to be the same persons whose names are respectively subscribed to the foregoing instruments as President and General Counsel of Amax Coal Company, appeared before me this day in person and severally acknowledged that they, being thereunto authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their free and voluntary act as such officers thereof.

Given under my hand and Notarial Seal this 10th of June, 1991.

Virginia A. Sickman
Notary Public

My Commission Expires:

July 29, 1994

County of Residence:

Vanderburgh